Exhibit S

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

UM CORPORATION, a Japanese corporation,

Plaintiff,

vs.

2:15-cv-03764-AB-AJW

Volume I

TSUBURAYA PRODUCTIONS CO. LTD., a Japanese corporation,

Defendant.

TSUBURAYA PRODUCTIONS CO. LTD., a Japanese corporation,

Counterclaimant,

vs.

UM CORPORATION, a Japanese corporation; ULTRAMAN USA, INC., a California corporation; SOMPOTE SAENGDUENCHAI, a Thai individual; GOLDEN MEDIA GROUP, INC., a California corporation; TIGA ENTERTAINMENT COMPANY, LTD., a Hong Kong corporation; and DOES 1-10

Counterdefendants.

VIDEOTAPED DEPOSITION OF UM CORPORATION designated witness PERASIT SAENGDUENCHAI pursuant to 30(b)(6)
Los Angeles, California, Monday, December 12, 2016
Reported by: MARLA SHARP, RPR, CLR, CCRR, CSR 11924
JOB NO. 115836

December 12, 2016

9:45 a.m.

Videotaped deposition of PERASIT SAENGDUENCHAI, Volume I, held at the offices of Quinn Emanuel Urquhart & Sullivan, 865 South Figueroa Street, 10th Floor, Los Angeles, California, pursuant to agreement before Marla Sharp, a Certified Shorthand Reporter in and for the State of California.

A P P E A R A N C E S:

PILLSBURY WINTHROP SHAW PITTMAN LLP
Attorneys for Plaintiff and
Counterdefendant UM Corporation and
Counterdefendants Golden Media Group and
TIGA Entertainment Company
725 South Figueroa Street, Suite 2800
Los Angeles, California 90017
BY: MICHAEL CHIBIB, ESQ.
JEFFREY WEXLER, ESQ.

QUINN EMANUEL URQUHART & SULLIVAN, LLP
Attorneys for Defendant Tsuburaya
Productions Co. Ltd.
865 South Figueroa Street, 10th Floor
Los Angeles, California 90017
BY: DANIEL POSNER, ESQ.

A P P E A R A N C E S (continued):

ALSO PRESENT:

MICHAEL MULLIN, videographer

TAKEHIRO KANEKO, intern

SUPACHAI PRASERTPHONG, Thai interpreter

THANISA TIRANASAWADI

LOS ANGELES, CALIFORNIA

MONDAY, DECEMBER 12, 2016

9:45 A.M.

THE VIDEOGRAPHER: Good morning. We are now on the video record. The following is the videotaped deposition of Perasit Saengduenchai --

THE WITNESS: Saengduenchai.

THE VIDEOGRAPHER: -- Saengduenchai --

THE WITNESS: Yes.

THE VIDEOGRAPHER: -- in the matter of UM Corporation versus Tsuburaya Productions and Tsuburaya Productions versus UM Corporation, et al.

This is filed in the United States District Court for the Central District of California, Western Division, case number 2:15-cv-03764-AB-AJW.

This deposition is being held at Quinn Emanuel, 865 South Figueroa Street, in Los Angeles, California. Today's date is Monday, December 12th, 2016. The time now is 9:45 a.m.

My name is Michael Mullin from TSG Reporting, and I'm the legal video specialist. The court reporter is Marla Sharp. Will all counsel please introduce themselves for the video record.

MR. POSNER: I'm Dan Posner from Quinn Emanuel for the defendant and counterclaimant

Tsuburaya Productions Company Limited.

MR. KANEKO: I'm Takehiro Kaneko on Tsuburaya's side too.

MR. POSNER: Could you hear that?

MR. CHIBIB: Mike Chibib of Pillsbury Winthrop Shaw Pittman on behalf of UM Corporation and the witness. With me is Jeff Wexler, also of Pillsbury. Then we have UM Corp. corporate representative, Ms. Nan Tiranasawadi.

MR. WEXLER: And we're also representing the counterdefendants Golden Media Group and TIGA Entertainment.

MR. CHIBIB: Correct.

THE VIDEOGRAPHER: Will the court reporter please swear in the witness.

SUPACHAI (GUY) PRASERTPHONG,

having been first duly sworn to translate the English language into the Thai language and the Thai language into the English language to the best of his ability, interpreted the following:

- - -

PERASIT SAENGDUENCHAI,

having been first duly sworn,

was examined and testified as follows:

- - -

EXAMINATION

BY MR. POSNER:

Q Good morning.

A Good morning, Dan.

Q Will you state your name, please.

A Perasit Saengduenchai.

Q Okay. And I believe you introduced yourself earlier as --

A Pete.

Q -- Pete?

A Pete.

Q Okay. Do you mind if I call you Pete or --

A Yes, please call me Pete.

Q Okay. Thank you.

Do people call you Pete in Thailand?

A No. I have another nickname.

Q Okay. Have you ever had a deposition taken before?

(Discussion held off the record between the interpreter and the witness.)

THE WITNESS: I've been on witness stand but not like this.

BY MR. POSNER:

Q You have never had your deposition taken in a conference room like this?

reask is:

Why was UM Corporation formed at the time it was?

MR. CHIBIB: And I'll instruct the witness not to answer to the extent it calls for revealing attorney-client communications.

THE WITNESS: Okay. UMC was formed because I believe -- and when I do business, I want to be corporation, a company. And we are protected by Japanese law, our rights.

BY MR. POSNER:

Q All right. So you wanted to do business relating to Ultraman, correct?

A Yes.

Q And you wanted to do that through a company so that your rights would be more protected than they would be if you were doing business as a individual?

A As a individual, yes.

Q Okay. Why did you choose to incorporate a company in Japan under Japanese laws as opposed to Thailand?

MR. CHIBIB: Same objection.

THE WITNESS: We had companies in Thailand. UMC is not only company we had. We had Chaiyo

Productions. We have other companies also. So UMC is not the only company that's doing Ultraman.

BY MR. POSNER:

Q Why did you choose to incorporate this company, UMC, under Japanese laws as opposed to Thai law?

A Oh. We were -- the law in Japan was final, conclusive.

Q The judgment?

A The judgment. Okay. So we're fully protected under the Japanese law. And it was the right move for business, as a businessman.

Q Okay.

A Does that answer your question?

Q I think so. So, I mean, we'll talk about this.

But there had been a previous judgment of the courts in Japan that essentially found the 1976 agreement to be valid. That's what you're referring to?

A Yes.

Q And there was a judgment of the courts in Thailand that found the opposite, correct?

A The court in Thailand in the first instance found the judgment to be valid.

A No.
Q But UM Corporation, in your view, was not subject to that judgment?
A No.
Q Because it didn't exist at the time of the judgment?
A I'm not sure if the -- because at the time -- I'm not still going back to -- I'm not sure of the date we were established.
Q Okay. But in any case you wanted to establish a company that would not be barred by the Thai judgment from distributing Ultraman works?
MR. CHIBIB: Objection. That mischaracterizes testimony, I believe.
BY MR. POSNER:
Q Is that correct?
MR. CHIBIB: You can answer the question. I'm just making my objection.
BY MR. POSNER:
Q He's just making an objection, right.
A Repeat that again. I'm getting confused.
Q Right. You wanted to establish a company that would not be barred by the Thai judgment from distributing Ultraman works?
MR. CHIBIB: And I'll make the same

objection.

THE WITNESS: No, because we believe we have the rights. The judgment from Japan -- I can't remember the judgment -- the exact year of judgment from Thailand.

The fact is the judgment from Japan came out first, final and conclusive supreme court, sixth court. So we already had planned from -- the judgment from Japan came down 2000 something, early in 2000. So we always had that plan to set up the company under Japanese judgment.

We're protected, and it's good for business because everybody believe that, "Okay. Ultraman is famous in Japan before it was famous in Thailand." So...

BY MR. POSNER:

Q Did -- after the Thai judgment, did Tsuburaya Chaiyo, your licensing company in Thailand, did it stop licensing Thai works? Excuse me.

Did it stop licensing Ultraman works in Thailand after the Thai judgment?

MR. CHIBIB: Objection. Foundation.

BY MR. POSNER:

Q You can answer.

[redacted]

Q Has your father, Sompote, ever invested in UM Corporation?

A No. My father is not involved.

Q Has he ever been a shareholder in the company?

A No.

Q Do you know someone named Jiraporn, J-i-r-a-p-o-r-n T-h-a-m-m-a-s-a-r-n?

A It's -- could I see the -- because I -- I have to hear a name. Otherwise I --

Q Jiraporn Thammasarn? No?

A No, sorry. Maybe. Because I don't know the pronunciation.

Q I have a whole list of other names that I'm tempted to try to pronounce. Somchai Cheewasuthanon?

A It's too difficult. Sorry.

Q When I say these words, you're not

Q In your family?
A Yes.
Q Is -- so in 2008, when you formed UM Corporation with Uematsu, your father was displeased about that at the time?
A I'm not sure because I don't keep contact with him. But I believe so from what he -- I think he had some conversation with Mr. Uematsu later on. And it seems he became aggressive.
Q Your father became aggressive?
A Yes.
Q Physically aggressive?
A No, no, no. He didn't meet. They didn't meet. Telephone.
Q He was aggressive on the telephone?
A Yes.
Q Does your father, in your view, have a bad temper?
A Yes.
Q He's prone to get angry?
A Yes.
Q During the time that you were operate -- well, during the time that Uematsu was involved with UM Corporation, did you -- were you aware that he communicated periodically with your father?

A Not periodically. Periodically means frequent?

(Discussion held off the record between the witness and the interpreter.)

BY MR. POSNER:

Q Every now and then?

A No, not that. Not every now and then. He avoided.

Q He avoided. He spoke with him rarely?

A Rarely, yes.

Q You'd agree with that?

Is that about right, not very often he spoke with Sompote?

A No, not very often.

Q And you haven't spoken with him at all in many years; is that correct?

A Uematsu?

Q Your father.

A Oh. Many years.

Q What is -- apart from litigation, what is the business of UM Corporation today?

What type of things do you do when you're doing the business of UM Corporation?

A Oh. Regarding Ultraman, like, licensing rights to China.

Q And you, yourself, have not done that?

A Obviously, sir. Obviously have not. Not obviously have.

Q Have you known -- have you ever known your father to claim contractual rights that he does not actually have?

A Contractual rights?

(Discussion held off the record between the interpreter and the witness.)

THE WITNESS: Yes, there have been. But I have disputes with him, but I would not say "contractual rights." He would -- you see, let me explain a bit about my father.

He's different now than he was before. Totally different. He was a good dad. He taught me to be honest. He's eccentric, I know. He can be demanding at times.

But he's not the same person now that he is. I cannot even talk with him now because of his temper and my temper.

But I always believed that he has been a man of integrity. He's proud of himself, obviously. But the problem was after TPC filed the lawsuit, that destroyed him.

So, to answer your question, there have

been -- I have conflict with him where he still think he has the rights to Ultraman even though he does not. But because the problem is, it comes from that he thinks he is Ultraman.

BY MR. POSNER:

Q Do you mean that in a literal sense? Like, he has a mental condition where he actually thinks he's Ultraman, or are you saying that more figuratively?

And I don't mean to be rude.

A It's okay.

Q It's a fair inference from what you said.

A He has a house, a big one, two big house in the compound. It's all Ultraman. I don't have any Ultraman in my house. I have one on my neck, and that's it, because I think Ultraman is just a business. And it makes some money and it lose a lot of money and a lot of lawsuit.

But my father, he wears an Ultraman suit, Ultraman slipper, Ultraman everything. In his house he's got the biggest collection of items. His wall is decorated with Ultraman up and to his toilet paper and to his -- so he's actually obsessed with himself and with Ultraman.

And I believe that it was because of the

asked -- has, in fact, claimed contractual rights that you don't believe he has?

A Could you repeat that?

Q You agree with that, that he has done that, he has claimed contractual rights that you don't believe he has?

A No. I did not claim that he has -- could I do this Thai? It's -- the wording is a bit confusing.

(Discussion held off the record between the interpreter and the witness.)

THE WITNESS: Okay. Sorry. The problem I'm having is my father believes that whatever I own he owns, which I object.

I do business, and in -- when I told you that in Chaiyo Production my father was against Chaiyo Production, he would enter the company and I would say, "No. You're not involved because if you're involved as a shareholder, you are not a director, so you cannot get involved in my work."

As a father and as a Thai, they don't believe that. They think that if you own a company you can do anything with your company.

So my father, the way that he operated business, as I told you before, I called him a

one-man show. So he thinks that if he owns a share of a company he can do anything.

But replying to your question, he thinks he owns me. That's the biggest problem. So whatever I do he thinks belong to him. So to answer your question, does he -- it's a contractual right? It's not a contractual right. It's he thinks he owns me.

So I've been having this problem all my life. I grown -- I grew up with Americans, British, and Japanese; and that's not the case. You don't -- a father doesn't own a son.

So that's the problem, when I say -- when I reply to your question. I know it's a bit long.

But to him, he think he's doing the right thing because whatever -- he thinks that he owns UMC. Maybe he believes he owns UMC. But definitely no. That's not the case. That's what I work hard for.

BY MR. POSNER:

Q And you've told him this. He knows that you believe that he is trying to exercise rights that you don't believe he has?

A I told him, yes, and I also got my lawyers to tell him, a few of them. But --

Q But he hadn't stopped?

A Yes, sir.
Q Do you know where the original is?
A No, sir.
Q Have you ever seen the original?
A Yes, sir.
Q When was that?
A Many times, sir. In court, out of court, in the house.
Q When was the last time you saw the original of the 1976 agreement?
A More than ten years.
Q When's the last time you spoke with your father?
A Two -- two or three years ago I think.
Q Did you have -- was there a singular event or time that damaged the relationship with your father? Or is it something that happened over time?
A I would say both answer is correct. It was gradual and it was -- it was one, two, three, and then...
Q Okay. What were those events, one, two, three?
A Well, like I told before, he objected about Chaiyo Productions. And we had a big fight, argument. And he denied -- he said, "You cannot do

Chaiyo Productions."

And I said, "I'm going to do it. It's my money." Although I put his name in it to -- as a father.

Q That was one of the --

A That's one of the roughest. And then after that we had a few more.

Q When was that first one about Chaiyo Productions?

Was that about the time that the company was formed?

A Yes, sir.

Q About 2000?

A Late 1990s.

Q All right. And what was the next event?

A It's -- there's a few more but not business related. It's personal things. Quite a few more.

Q Was there a time when you stopped communicating with him?

A There was a time that in the early 2000 I stopped communicating with him. And then afterwards I communicated with him again because my mom asked me to. She begged me to. Yes. And then I tried very hard to --

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(Discussion held off the record between the interpreter and the witness.)

THE INTERPRETER: "In order to be reconnected with him."

THE WITNESS: And it only lasted for a very short period.

BY MR. POSNER:

Q So early 2000 you were not communicating with him, and your mom tried to reconcile. And you tried, but it didn't work?

A Yes, sir.

Q Why not?

A He's just different. He's obsessed with -- it is my personal belief that production is important. He thinks make money, fight the lawsuit. For me, production was fighting.

I know Japanese people. I grew up with Japanese people. Japanese people are honorable people. You earn -- you have to earn their trust. They think that my father's a thief, and they accuse him of many things.

And my father was upset. So he became very, very eccentric. He became very emotional, very rough, especially in court, out of court.

He had compassion before. And after the

lawsuits he lost it all. He thought that his life work is destroyed, they tainted his name. So eventually we became distant so -- because he changed.

Q As of 1996 was his life -- had his life's work to that point been Ultraman?

A No, sir, he did many other things.

Q So you just said that he thought his life's work had been destroyed. What do you mean by that?

A His reputation. I'm sorry.

Q His reputation.

A Reputation. Because when you get accused by a foreign company that you forged a document, you're a fake, and all that, and all that claim in the newspaper and all that. It's -- it's his reputation.

He's a proud person. He's not a public man, but his name is known throughout Thailand. He could go through immigration and people say -- I've seen it many times -- "Oh, you're the" -- "you are Sompote" or whatever.

Q Is he a respected figure by the public, or is he a ridiculed figure, or something else?

A Very respected.

Q Very respected.

A But because of TPC and the Internet, suddenly he became ridiculed from that case that TPC filed in Thailand.

Q Do you think of your father as a scary person?

Is that a word you would use to describe him, "scary"?

A I'm scared of him, but I don't think he's scary. I used to be very scared of him.

Q Is he a violent person?

A He yells. But, no, I mean, he's not -- he's never beaten me or anyone in the family but --

Q But he's -- has he been verbally abusive?

A Oh, yes. He is very verbally abusive.

Q Verbally abusive to your mother?

A No, not to that extent.

Q But he's been verbally abusive to you?

A When you get -- when you do something wrong or you don't get it -- you don't do what he wants, yes.

Q So since the early 2000s you had a moment where you tried to reconcile with him and it didn't work out.

And since then, how many times have you spoken with him?

A After the -- I call it to myself the second breakout, after that, very few, two -- two or three times.

Q The "second breakout" is the time when your reconciliation did not work out?

A Yes, sir.

Q And you spoke -- so 10 or 12 years you've spoken with him just once or twice?

A Maybe three or four. I'm not sure. But no more than -- no more than four.

Q When's the last time you've seen him?

A I don't recall when. But last time I saw him, he didn't see me. I saw him walk by.

Q So all through the Thai litigations, there have been a series of litigations in Thailand and Japan and, you know, elsewhere, you have not worked directly with your father?

A No, sir.

Q You've not coordinated with him?

A No, sir.

Q You've both been involved in various times with these lawsuits, correct?

A Yes, sir.

Q Have you had different lawyers?

A We had same lawyers and different lawyers.

A No, sir.
Q Have you ever discussed that with your father?
A We -- he just talked that he gave permission to use, and he got some money for it.
Q You recall having that discussion with your father?
A Yes, I do.
Q Do you know which Ultraman work was involved?
A I don't remember.
Q Mm-hmm.
A Sorry.
Q You don't remember. Okay.
But you were not personally involved in whatever transaction went down?
A No, sir.
Q You testified that, I believe, to the effect that everyone in Thailand knew that your father had the rights in Ultraman. Do you --
A Yes, sir.
Q And is that your understanding when you were a child and growing up that everyone in Thailand knew your father had the rights?
A Yes, sir.

Q What is that based on? What makes you say that?

A His movies.

Q "His movies" meaning the one that he made in the 1970s with Tsuburaya?

A Yes, sir.

Q And then the remake of the movie --

A Yes, sir.

Q -- that he made later? Okay.

A And the TV series. He's got -- my father has loads of film in the house. We call it 16. It's short for 16-millimeter. And the -- it was used for TV broadcast. They didn't have videotapes then.

So my father would license it to TV from time to time. It's -- I don't know the details. But I know the film's in the house, in the studio. It's all the Ultraman films. It's a print -- called the print.

Q You're saying that your father from time to time would license the classic Ultraman?

Is that what you said? I don't want to put words in your mouth, but I'm trying to understand.

Is this another incident of your father distributing Ultraman or something else?

A Yes. You were asking did my father -- what was it? I'm sorry. I forgot the question.

Q The question was you said that everybody in Thailand, something to that effect --

A Yeah. Okay.

Q -- knew that your father had the rights?

A Yes.

Q And I'm wondering what that is based on.

A Movies, TV series. So the -- he would license every now and then. You see, we call it in -- I think it's also in English, it's called period.

When you license a film or TV, they would buy from him 16-millimeter. And after that you have to leave it. You can't show it, same thing every day.

So when the license terminate maybe sometimes -- I've seen some of the contract -- three or five years, something like that, he would redistribute on TV.

Q Are you talking about --

A So you asked me did my father -- because that's why my -- people continuously knew my father. He was related with Ultraman. My father would be known as the owner of Ultraman and the "Crocodile"

movie. That's the two main things.

Q These 16-millimeter -- 16-millimeter works, these were -- were these -- I'm trying to understand -- classic Ultraman works?

A Classic. There is Ultra -- Ultraman, Ultra Taro, Zoffi, the one listed in the -- it's huge amount of boxes.

Q All right. He had boxes of original Ultraman works?

A Not -- not -- oh, I'm sorry. I'm sorry. When you say "original," I'm thinking about the negative.

Q Let's focus this a little bit. So you've got Exhibit 4 in front of you. And we talked about this a little bit earlier.

A Okay.

Q We sort of gave a title to certain of these original Ultraman works that are --

A Yes.

Q -- identified on this document.

A Yes, sir.

Q And we agreed that they could be referred to as "classic Ultraman" or "original Ultraman."

A Or original, yes, sir.

Q And I'm asking is -- you're mentioning

something about him having a stockpile of 16-millimeter?

A Yes, sir.

Q What are you talking about? Are those --

A The films.

Q Of these films that are on the 1976 agreement?

A I think so. Because it's Ultraman. He's got -- his work is -- he's a producer. He's got films all around.

The question that you asked me, sir, is did people know my father from -- how did he know -- he knew my father because he did the movies.

But the movies was one movie, two movies. But between that, he licensed TV station his 16-millimeter film. It was one time 16-millimeter, and then it became U-matic tape, and then after that it became Beta tape.

Q What was on those 16-millimeter films?

A Ultraman.

Q The original Ultraman works that are --

A I'm not sure if all of them, but --

THE COURT REPORTER: One at a time. Sorry.

THE WITNESS: Sorry. Sorry.

///

BY MR. POSNER:

Q The original -- one or more of the original Ultraman works that are identified on this agreement?

A Yes, sir.

Q He had 16-millimeter film copies of those?

A Yes, sir.

Q And he licensed them to who?

A TV stations.

Q In Thailand?

A In Thailand.

Q In what time period?

A I'm not sure because I was not involved at that time. But he did it -- he would make -- he would make money from every three, five years from licensing these movies.

Q Every three to five years he would license these movies, these original -- some -- one or more of these original Ultraman works --

A Yes.

Q -- to TV stations in Thailand?

A In Thailand, yes, sir.

Q And how do you know that he did this?

A Everybody in Thai- -- you asked me the question. Everybody in Thailand knows because it

was on TV.

Q Everybody in Thailand knew that he licensed these works to Thai TV stations?

A No. They knew -- the question you asked me, how did they know my father was associated with Ultraman.

Because in Thailand, people would think -- if you think --

THE COURT REPORTER: Can you start over?

THE WITNESS: Oh. If you think of Ultraman in Thailand, they would think of my father. That's the way it is. So when people want to do something with Ultraman, they would come to my father. That's -- or "Crocodile." He makes "Crocodile" movies.

BY MR. POSNER:

Q Okay. You weren't personally involved in any of his efforts or -- to license these 16-millimeter films to TV stations in Thailand; is that correct?

A That is correct, sir. I was not involved.

Q Have you -- do you recall -- you've testified before in legal proceedings involving Ultraman, correct?

A Yes, sir.

So this grant to you was so that you could take over the business?

A Yes, sir.

Q So let me mark this. This is Exhibit 37.

(Exhibit 37 was marked for identification by the reporter.)

BY MR. POSNER:

Q And this is UMC0000763. I assume you've seen this one before.

A Yes, sir.

Q And I understand this is an English document. But this is what was produced to us. It's in English.

At this time, March 2007, I thought I understood from your prior testimony that you have already not had a good relationship with your father for many years at this point; is that correct?

A I think we --

Q That's what we got.

A Oh. The signature?

Q I only have what your -- what you produced to us. So if there's a signature missing, then that's just because that's what we got.

So my question is: This is an agreement dated March 4th, 2007.

As of this time you have -- it had already been several years that you and your father have -- had not had a good relationship, correct?

A Yes, sir.

Q How did it come to be that you worked out this agreement with your father, then, in March 2007?

A This is one of the last time, maybe one of few last time I talked to him.

And it was not easy obtaining this signed agreement because he was a bit -- I wouldn't say delusional. He was hard to handle. But eventually he knew that he would give everything to me. So we talked a bit, yelled a bit.

Q So you hadn't been talking for a while, and you'd been fighting. But you came together to talk about this agreement?

A The agreement was made in 2007. At the time I think my -- please hold on -- my mother was alive at that time still. Yes, he didn't only give me that -- the -- own --

(Discussion held off the record between the interpreter and the witness.)

THE INTERPRETER: "Transfer."

THE WITNESS: Transfer me the rights but

(Discussion held off the record between the interpreter and the witness.)

THE WITNESS: My recollection is TPC wanted my father to testify in this case. Is that right?

BY MR. POSNER:

Q If that's your recollection. I'm just --

A Yes.

Q -- wondering what it is.

A Yes. Yes, to testify.

Q Okay. I take it you haven't discussed this lawsuit with your father.

A Oh, no. No. I haven't talked to him for a while.

Q Is it your position that after entering into this agreement, No. 37, Exhibit 37, your father has had no rights at all to distribute Ultraman works?

A Yes, sir.

MR. POSNER: Okay. Let's take a break.

THE WITNESS: Thank you.

THE VIDEOGRAPHER: This concludes DVD No. 3. We're now going off the video record. The time is 4:51.

(Recess taken from 4:51 p.m. to 5:01 p.m.)

THE VIDEOGRAPHER: We are back on the video record. This is DVD No. 4. The time is 5:01.

BY MR. POSNER:

Q So back to Exhibit 37. We see there's no signatures on it.

You think there might exist a version of this that has signatures?

A Yes, sir, official.

Q There is a seal or a circle that appears to be some sort of seal or stamp that's half cut off. Do you see that?

A Yes, sir.

Q Do you know what that is or what that indicates?

A I think that's the -- the company seal.

Q Of which company? This is between, remember, your father and you.

A It said something Corp.

Q You don't know exactly what it is?

A No, sir.

Q Okay. So after you got these rights from your father on March 4th, 2007 -- these are the rights under the 1976 agreement -- did you do anything to exploit those rights?

Did you enter into license agreements or

anything?

A Yes, sir, we did.

Q Did you do that individually?

I mean, like, Perasit is now licensing these works? Did you enter into any such --

A Oh, no, no. Sorry. No.

Q Okay. Are you referring to transferring these rights to UM Corporation?

A Yes, sir.

Q So that's the next exhibit, then, No. 38.

(Exhibit 38 was marked for identification by the reporter.)

BY MR. POSNER:

Q This is also an assignment agreement. This is UMC0000755. This is -- this might be an English translation. I'm -- actually don't know.

Do you -- have you seen this document before?

A Yes, sir.

Q There would be a certification of a translation.

So do you know if this document was prepared in English or in Thai?

A In English.

Q In English. Why did you do it in English?

A Because it's Japanese company.
Q It's -- UM is a Japanese company?
A Yes.
Q And you're a Thai individual and --
A Yes.
Q Okay. Why not do it in Japanese?
A I can't read Japanese that well.
Q So this is -- so is it correct that through this agreement, in essence, you assigned all the rights that you had been given from your father under the 1976 agreement to UM Corporation?
A I'm sorry. Could you repeat that again? I'm not following.
Q Yeah. Is the main purpose of this agreement, is it correct that it was to assign the rights that you had received from your father under the 1976 agreement to UM Corporation?
A Yes, sir, it's correct.
Q And this is dated December 24, 2008. Do you see that on the front?
A Yes, sir.
Q So that's just a few weeks, I believe, after UM Corporation was formed based on documents we looked at earlier. Does that seem correct?
Chronologically, does it seem correct to

February 9, 2009, between you and your father?

A No.

Q Or you and UM Corporation. Excuse me. It would be you and UM Corporation. You're not?

A No, sir.

MR. POSNER: Am I missing something? If you know about something dated February 9th, 2009, I'm interested to know.

MR. WEXLER: (Shook head.)

MR. POSNER: Okay.

BY MR. POSNER:

Q Do you know who Masaki Kobayashi is?

A It sounds familiar.

Q Are you aware of a contract that UM Corporation entered into with Masaki Kobayashi in 2010?

A I'm not certain. I have to see.

Q I'm not going to ask questions about it.

Okay. So Exhibit 40 is a licensing agreement.

(Exhibit 40 was marked for identification by the reporter.)

BY MR. POSNER:

Q TIGA -- it's labeled TIGA0000195. This was produced to us by TIGA in this case.

And have you seen this before?

Does this appear to be -- well, UM Corporation has entered into one or more license agreements with TIGA, correct?

A Yes, sir.

Q Is this one of them?

Are you familiar with this contract?

A Yes, sir.

Q Yeah. Okay. So you licensed certain -- UM Corporation licensed certain rights to TIGA.

And is it your understanding that you were licensing to TIGA the right to distribute certain specific Ultraman works as opposed to allowing them to create new Ultraman works?

A Yes, sir.

Q Okay. And on page -- well, let me just -- you received a royalty fee in exchange for the license?

Does that -- is that correct?

A Yes, sir.

Q So you granted them a license to distribute works; they agreed to pay you a royalty fee?

A Yes, sir.

Q And there's an indication on page 199 of this that the agent shall pay the annual royalty fee

CERTIFICATE OF READER-INTERPRETER

I, _____,
whose address is _____
_____,
a person who speaks the language of the witness, namely, Thai, do hereby certify that on the ____ day of _____, 20___, I did translate the foregoing deposition from the English language into the Thai language, reading the same to the witness in the witness's native tongue, to the best of my ability;

That all corrections and changes requested by the witness were made and initialed by the witness;

That, upon completion of said reading, the witness did confirm to me that the witness understood the reading.

_____

Reader-Interpreter

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, PERASIT SAENGDUENCHAI, having appeared for my videotaped deposition on December 12, 2016, hereby certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 6 day of January 2017, at Tokyo (city), Japan (state).

PERASIT SAENGDUENCHAI

CERTIFICATE OF CERTIFIED SHORTHAND REPORTER

I, Marla Sharp, certified shorthand reporter in the State of California, hereby certify:

That the foregoing videotaped deposition of PERASIT SAENGDUENCHAI, Volume I, was taken before me on December 12, 2016, at which time the witness was duly sworn by me;

That the testimony of the witness and all colloquy and objections made at the time of the deposition were recorded stenographically by me and thereafter transcribed, said transcript being a true copy of my shorthand notes thereof;

(x) That review of the transcript was requested before completion of the deposition;
( ) that the witness has failed or refused to approve the transcript.

I further certify I am neither financially interested in the action nor a relative or employee of any attorney of any of the parties.

In witness whereof, I have subscribed my name and signature this date, December 22, 2016.

_____

Marla Sharp

RPR, CLR, CCRR, CSR 11924

ERRATA SHEET FOR THE TRANSCRIPT OF:

Case Name: UM CORPORATION, a Japanese corporation vs. TSUBURAYA PRODUCTIONS CO. LTD., a Japanese corporation

Depo. Date: December 12, 2016

Deponent: PERASIT SAENGDUENCHAI

Reason codes:

1. To clarify the record.
2. To conform to the facts.
3. To correct transcription errors.

Pg.	Ln.	Now Reads	Should Read	Reason
97	25	My home represents Thai.	My home's residence's Thai.	mistranscription
130	24	in a better mentally	in a better..gentlementl y	mistranscription
169	22	put your name	put Tsuburaya name	mistranscription

Signature of PERASIT SAENGDUENCHAI

SUBSCRIBED AND SWORN BEFORE ME

THIS 6 DAY OF January, 2017.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

UM CORPORATION, a Japanese corporation,

Plaintiff,

vs.) 2:15-cv-03764-AB-AJW

TSUBURAYA PRODUCTIONS CO. LTD., a Japanese corporation,) Volume II

Defendant.

TSUBURAYA PRODUCTIONS CO. LTD., a Japanese corporation,

Counterclaimant,

vs.

UM CORPORATION, a Japanese corporation; ULTRAMAN USA, INC., a California corporation; SOMPOTE SAENGDUENCHAI, a Thai individual; GOLDEN MEDIA GROUP, INC., a California corporation; TIGA ENTERTAINMENT COMPANY, LTD., a Hong Kong corporation; and DOES 1-10

Counterdefendants.

VIDEOTAPED DEPOSITION OF GOLDEN MEDIA GROUP, with witness PERASIT SAENGDUENCHAI, pursuant to 30(b)(6)

Los Angeles, California, Tuesday, December 13, 2016

Reported by: MARLA SHARP

Job No: 115837

December 13, 2016

9:37 a.m.

Videotaped deposition of PERASIT SAENGDUENCHAI, held at the offices of Quinn Emanuel Urquhart & Sullivan, 865 South Figueroa Street, 10th Floor, Los Angeles, California, pursuant to agreement before Marla Sharp, a Certified Shorthand Reporter in and for the State of California.

A P P E A R A N C E S:

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ALSO PRESENT:
MICHAEL MULLIN, videographer
THANISA TIRANASAWADI
TAKEHIRO KANEKO

LOS ANGELES, CALIFORNIA

TUESDAY, DECEMBER 13, 2016

9:37 A.M.

THE VIDEOGRAPHER: Good morning. We are now on the video record. This is volume 2, a continuation in the deposition of Perasit Saengduenchai. Today's date is Tuesday, December 13th, 2016. The time now is 9:37 a.m. The witness has already been sworn.

SUPACHAI (GUY) PRASERTPHONG,

having been first duly sworn to translate the English language into the Thai language and the Thai language into the English language to the best of his ability, interpreted the following:

- - -

PERASIT SAENGDUENCHAI,

having been first duly sworn,

was examined and testified as follows:

- - -

EXAMINATION

BY MR. POSNER:

Q Okay. Good morning.

A Good morning.

Q Thank you for coming back. I want to start with a, I guess, administrative matter of sorts.

But yesterday we marked as an exhibit Exhibit No. 37, which was the March 4th, 2007, assignment agreement from your father, Sompote, to you, Perasit. Do you --

A Yes.

Q Do you recall that document? And --

A Exhibit No. 37?

Q Correct. And it was lacking a signature page yesterday.

A Yes, sir.

Q And after the deposition, your counsel referred us to the signature page that, I guess, had been produced but perhaps it was, like, a metadata issue and the pages weren't attached. I'm not sure. So -- but we have it assembled.

And so I want to, just for sake of the record, mark Exhibit No. 42 as what I believe is now the complete agreement with the signature pages.

(Exhibit 42 was marked for identification by the reporter.)

BY MR. POSNER:

Q So just look this over, please. And my question is: Does this appear to be a accurate, true, and correct copy of the assignment agreement from your father to you dated March 4, 2007?

And just let me know when you're --
A Okay.
Q Yeah.
A Yes, sir.
Q Okay.
A I believe it is.
Q And there's now signatures on the last page, which is labeled UMC771?
A Yes, sir.
Q All right. That's -- it looks like you signed it and your father signed it. Thanisa signed it. And then somebody named Boonchai, B-o-o-n-c-h-a-i, signed it. Do you see that?
A Yes, sir.
Q Do you understand that person to be a translator for your father?
A No, sir. He's the -- his lawyer.
Q Boonchai is a lawyer?
A Yes, sir.
Q Okay. Okay. You can put that aside.
Why don't you pull out again Exhibit No. 4, which is -- Exhibit No. 4, you might not have it in your stack. It's the 1976 agreement. Do you have it in your stack there? It was marked at the first deposition. We can find another copy if needed.

Oh, you have it there? Okay.

A Yes.

Q So what's been marked as Exhibit No. 4, UMC0000092, is what we call the 1976 agreement, correct?

A Yes.

Q All right. And as we discussed yesterday a little bit, this document purports to provide your father Sompote with rights in nine specified works in Article 1.

Do you see that? Do you see that list of works?

A Yes, sir.

Q Okay. And we talked a little bit about them yesterday. Some are Ultraman works, a couple, you said, were not, I believe.

A Yes, sir.

Q All right. So this is March 4th, 1976. I believe you testified, and we'll probably talk about it later, that in 1996, 20 years later, approximately, after this, you and your father discussed this agreement with Tsuburaya.

Do you recall that time period, 1996?

A Yes, sir.

Q Okay. Between 19- -- between 1976 and

1996, your father held the rights under this 1976 agreement; is that your understanding?

A Between --

Q Between 1976 and 1996, your father -- your father held the rights under this agreement?

A Yes.

Q Do you know of anything or are you aware of anything during that time period, 1976 to 1996, that Tsuburaya did to prevent your father from exercising his rights under the 1976 agreement?

A During which date?

Q During that time period, 1976 to 1996. The question is: Do you know of anything that Tsuburaya, my client, the company, did to prevent your father from exercising his rights under that agreement?

A No, sir.

Q Do you know if, during that time period, '76 to '96, your father actually licensed any of these works identified -- granted a license to somebody else with respect to any of these works identified in Article I?

A During --

Q That time period, '76 --

A That time --

Q -- to '96?

A Yes, he did, sir.
Q And which works did he license?
A I'm not certain at that time. But a few movies, TV series that he did. He did quite a few. But I'm not certain because I don't -- I don't have the documents with me.
Q Okay. That was going to be my question. You don't have -- you haven't seen any documents to evidence any of those licenses that --
A I --
Q -- you're talking about?
A I have seen, sir, but I don't have it with me.
Q Okay.
A It's not in my possession.
Q Do you know if they've been presented as evidence in any of the cases that have been litigated?
A I'm sure he must have, my father.
Q Okay. So if there were -- if your father granted licenses to these works between 1976 and '96, your understanding is documents relating to those licenses would have been produced and discussed in the prior litigations?
A I'm not certain, sir, because the

A Yes, sir.
Q -- S-h-i-r-o.
Did not listen to any of his or her music. But that's the person who you mentioned yesterday as --
A Yes, sir.
Q -- another person who you believe received a license from your father?
A To use it in a music video, sir.
Q Okay. But you don't know -- just to confirm, you don't know which work was licensed?
A No, sir.
Q You don't know when?
A No, sir.
Q You've never seen any documents supporting -- or evidencing that license?
A No, sir.
Q Okay. And do you know one way or the other whether your father's ever testified about that license in any of the prior proceedings?
A I'm not sure, sir.
Q Same questions. You mentioned licenses you believe your father gave to a Thai TV station. But just to confirm, you don't know which works were licensed?

Let me just clarify. I think you actually said you believe your father gave licenses to possibly more than one Thai television station; is that correct?

A Yes, sir.

Q Okay. But you have not seen documents relating to those licenses?

A I have seen, sir.

Q You have seen them?

A Yes, sir.

Q When did you see them?

A In the late 1990s, during the -- in the 1990s. I'm not sure of the date. It was definitely after 1996.

Q Okay. So these Thai licenses that you're talking about to the Thai television stations, do you believe the licenses were granted after 1996?

A No, sir.

Q The licenses were granted before 1996?

A It was during the '80s, sir.

Q But you saw the documents after 1996?

A Yes, sir.

Q Do you know where those documents are?

A At my father's -- he's got a --

///

or Chaiyo's victory in the Japan litigation?
A I'm not certain, sir.
Q Okay.
A I only know that the amount was given.
Q Why did it bother you that your father was paying a success fee?
A Because I objected to it.
Q I'm sorry?
A I objected to it.
Q But I'm asking --
(Discussion held off the record between the witness and interpreter.)
BY MR. POSNER:
Q I'm wondering why you objected to it.
A I thought it was not necessary and was excessive.
Q When is the last time you recall speaking with your father?
A Ten years or so, sir.
Q So --
A Eight, ten. I'm -- meeting my father. But talking, we had some -- a few conversation on the phone. Not conversation, just --
Q So it's December 2016. The last time you met with him in person was about ten years ago?

A Excuse me.
Q Just for frame of reference. It's -- today is December 2016. So you say you met with him about ten years ago. So is that about 2006?
A I'm not certain, sir. Eight year, ten years. But I've talked with him on the phone. I've seen him -- he didn't see me -- a few times in court.
Q When is the last time you spoke with him on the phone?
A Oh, a few years ago, sir. I'm not certain.
MR. POSNER: Exhibit 45 is a compilation of photographs.
(Exhibit 45 was marked for identification by the reporter.)
BY MR. POSNER:
Q I don't want you to think we're too creepy. These were taken when we were trying to find your father to serve him with papers in the lawsuit.
There's a number of pictures. Do you -- the first -- on the first page of this, does that -- do you know what that photograph is of?
A No, sir, I don't.
Q Okay.
A Not the first one.

over the past several years -- or, really, at any time since the formation of UM Corporation, are you aware of times when Sompote has contacted somebody at the company to request to do business relating to Ultraman? Has that ever happened, if you know?

MR. CHIBIB: Objection. Vague as to the company. I wasn't sure what you --

BY MR. POSNER:

Q You --

MR. CHIBIB: -- were referring to.

BY MR. POSNER:

Q Yeah. Are you aware of any time -- has -- are you aware of any time in -- since UM Corporation was formed when your father has contacted somebody at the company -- you, Uematsu, Thanisa -- to request to do business relating to Ultraman? Do you know if that's ever happened?

A To do business, sir? No.

Q Has -- do you know if he's ever asked to -- for permission to do business relating to Ultraman? Has he ever asked the permission of UM Corporation, if you know?

A Not to my knowledge, sir.

Q Have you ever discussed -- do you recall ever discussing with your associates at

UM Corporation whether to permit Sompote to do business relating to Ultraman?

A Yes, sir, we have discussed.

Q What was the -- what was discussed? What was he ask -- what was the business that was being discussed?

MR. CHIBIB: And I'll instruct you not to reveal any attorney-client communications.

BY MR. POSNER:

Q I'm asking -- so you say you've had discussions within UM Corporation --

A Yes, sir.

Q -- about potentially permitting Sompote to do business relating to Ultraman?

A The question --

Q I'm asking what you recall about --

A Okay.

Q -- that.

A The discussion was simple and it was an instruction from me that -- never to have my father do business with UMC, sir. That's the -- we had the discussion whether it was -- it was between our --

Q Okay.

A -- people.

Q Do you recall -- was that from the very

beginning of UM Corporation or was that sometime later?

A Sometimes later, sir.

Q Why did you make that -- why did you make that statement?

A Because I always wanted to be rid of my father from doing business with him, sir.

MR. POSNER: I'll mark Exhibit 47.

(Exhibit 47 was marked for identification by the reporter.)

THE WITNESS: Thank you.

BY MR. POSNER:

Q Yes, thank you.

This is an e-mail exchange from March 5th, 2013, from Thanisa to an e-mail address that says umcjapan@gmail.com.

Do you know whose e-mail address that is?

A Yes, sir.

Q Whose is that?

A Ms. Thanisa's e-mail, sir.

Q Is her e-mail address also nanonan.t?

A I'm familiar with this one, sir, only, mostly, if --

Q So when you want to e-mail Thanisa, you use umcjapan@gmail?

Q That's UM Corporation's position?
A Yes, sir.
MR. POSNER: Oh, I guess I have one more.
BY MR. POSNER:
Q Did you -- do you know if you received a response from your father to that letter? Well, okay. That's the wrong question because that's -- that letter wasn't sent to your father.
Let me give you Exhibit 58.
(Exhibit 58 was marked for identification by the reporter.)
BY MR. POSNER:
Q This is another document that was produced 17,882 pages later by UMC. It's numbered UMC0017883. It's a letter dated June 15th, 2015, from Pillsbury, the law firm, to Sompote?
A Yes, sir.
Q Okay. Why don't you just take a look over -- have you seen this before?
A Yes, sir.
Q Is this a letter that you -- that you requested that your lawyer send to Sompote?
A Yes, sir.
Q Okay. And the purpose of this is to ask him to cease and desist from infringing your rights

recollection of entering into a revenue sharing agreement with your father?

A I have might have if it's regarding the land and -- we have many other assets.

Q Who do you think wrote this letter?

A I'm not sure.

Q You think it was a lawyer for you?

A Definitely. A lawyer. It's not my writing, sir.

Q Do you know who -- which lawyer it might've been or it was? Yamazaki?

A Oh, no. He doesn't write Thai. I think --

Q Jesada? Is that person a lawyer, J-e-s-e-d-a [sic]?

A No, sir, not -- definitely not Mr. Jesada.

Q Okay. Well, we'll follow up. We'll see if we can find -- find that document. Okay. So you can put that aside in your list.

I'm going to ask: You're familiar with the document that's called the noncontravention agreement?

A The -- which one, sir? Can I see?

Q I said that quickly. Exhibit 60 is --

A Yes.

Q -- a document that your lawyers produced.

And it is called the "Non-Contravention Agreement," UMC0013107.

Have you seen this before?

A Yes, sir, I have.

Q All right. This is dated January 29, 1998, by and among Chaiyo City Studio Limited Partnership, Tsuburaya -- Tsuburaya Chaiyo Company Limited --

A Yes, sir.

Q -- Bandai Company Limited, and Abe Sogo Law Office. S-o-g-o. Okay.

A Yes, sir.

Q So Tsuburaya -- excuse me. Chaiyo City Studio Limited Partnership, we talked about --

A Yes.

Q -- that company a moment ago --

A Yes, sir.

Q -- before the break?

That's a company that you said your father has been using for a while?

A Yes, sir.

Q And you didn't think your father was still using that company until perhaps you saw some of the documents that we looked at today?

A Yes, sir.

Q Okay. What was the -- were you involved in

the negotiation of this agreement?

A I was the interpreter, sir.

Q You were interpreter. For your father?

A Yes, sir.

Q Okay. So, yes, you were present at times when this agreement was being discussed?

A Yes, sir.

Q How did this agreement come about? Tell me how it came to be that the parties to this started to negotiate this.

A The three contract -- we call it the three contract. Bandai, it's a -- it's a big toy -- major toy company in the world. Bandai has always been a licensee of TPC, a major licensee of TPC. Bandai currently -- currently holds 49 percent of your -- of TPC, Tsuburaya Productions.

Q Okay.

A Okay. And at the time Bandai approached my father wishing to get the rights from him, from my father, in regards to Ultraman.

The problem that Bandai had that I recall from translating -- I was not always present at the negotiation. Sometimes it's other people. Sometime it was me.

I'm telling you from my recollection that I

was present. Bandai was having problem because they were licensees to TPC, Tsuburaya Production, because no matter what, the 1976 does not give my father the rights to Japan. He would never have the rights to Japan in any circumstance.

That's a problem for Bandai that they discussed with my father and said, "We wish to do business with you. We want to have the rights."

But no matter what you cannot have the rights in Japan. And that made a problem for Bandai. So Bandai wished to make three contracts to pay my father the amount of 400 million yen or something. But --

Q Four hundred million?

A Four hundred million.

Q Yen?

A But it must be done --

(Discussion held off the record between the interpreter and the witness.)

THE WITNESS: Discreetly. Discreetly to -- no matter what, TPC must not know about this contract. That's the intention that Bandai approached my father to do the -- to make the contracts. So three contracts were made and entered. And my father received the money.

BY MR. POSNER:

Q Did you have an understanding about why Bandai wanted to keep this secret from Tsuburaya? Was that discussed?

A Yes, because Tsuburaya at the time threatened Bandai that, "If you get license from Chaiyo" -- that's what they usually called my father -- then they would terminate the rights in Japan.

Q So this was not long after you and your father showed the 19- -- the 1976 agreement to Tsuburaya, and it was before any court had decided who's right and who's wrong about that agreement. Is that --

MR. CHIBIB: Objection.

BY MR. POSNER:

Q Is that --

MR. CHIBIB: Foundation.

THE WITNESS: I don't remember the dates.

BY MR. POSNER:

Q Do you remember the timing?

A On -- no, sir.

Q Okay.

A It's --

Q To 1998?

A Okay. 1998.
Q January 1998.
So was this Chaiyo Company, did it hold the rights -- so that the Chaiyo Company that's -- well, let me make sure I've got this right. So there's Chaiyo City Studio Limited Partnership. That's one company.
Tsuburaya Chaiyo Company Limited. And you refer to both those companies together with Mr. Sompote as "Chaiyo." Okay.
So the two Chaiyo Companies and Sompote are defined in this agreement as "Chaiyo." And in the first recital, the statement says that Chaiyo -- basically that Chaiyo has the rights under the 1976 agreement.
A Well, to be correct, Chaiyo City Studio actually was not involved so -- in any way with --
Q Okay.
A -- Ultraman business. But this is made by Bandai. So they just want to include everything.
Q Okay. You were -- so Chaiyo -- so Bandai paid some amount of money under this contract.
Did -- do you know if that payment was actually made?
A Yes, sir, it was made.

Q And was it -- on -- there's a payment term on page 3 to 4. It looks like three installment payments, 30 million yen, 30 million yen, 40 million yen. That's a hundred million yen total.

That's what this -- that's what they paid you under this contract?

A No, sir. They paid 400 million.

Q Okay.

MR. CHIBIB: And I object to the term "you." I'm not sure who you're talking about receiving the payment in that question.

BY MR. POSNER:

Q Does -- do the other -- are the other payments referred in the -- so this -- at least what I'm looking at here refers to $100 million in payments, this noncontravention agreement. And you're talking about $400 million.

Were those other $300 million, did they relate to the other two contracts that are part of this --

A Yes, sir.

Q -- deal?

MR. CHIBIB: Objection. Vague as -- you keep reciting dollars. I believe you mean yen.

THE WITNESS: Yen.

BY MR. POSNER:

Q I mean yen. So the other contracts that are part of the three-contract deal provided for additional payments of 300 million yen?

A Yes, sir.

Q In exchange -- and this document in particular, the noncontravention agreement, in exchange for receiving 100 million yen, what did -- what did Chaiyo provide to Bandai?

MR. CHIBIB: Objection. Calls for a legal conclusion.

BY MR. POSNER:

Q In your understanding.

A That my father would -- in short term, that my father would waive the right to sue them, because they were afraid that -- Bandai was afraid that they have been infringing my father's rights.

Q Okay. The waiver of the right to sue -- will you take a look at paragraph 2.3 on 109 on the bottom right, UMC0013109. Right? You see paragraph 2.3?

A Yes, sir.

Q That's called the "Waiver of Enforcement of Rights and Release"?

A Yes, sir.

conclusion.
BY MR. POSNER:
Q Just take a look at -- yeah, Schedule A says "Chaiyo Rights, All rights listed in the 1976 License Agreement." Do you see that?
A Yes, sir.
Q So you recall that the rights that were being referred to were the rights granted in the 1976 agreement?
A Yes, sir.
Q Okay. There's another agreement that I think was also part of this -- I think one of the three -- this is Exhibit 61.
(Exhibit 61 was marked for identification by the reporter.)
BY MR. POSNER:
Q This is -- this is UMC0013100. It's an assignment agreement. It's also dated January 29th, 1998. It's also unsigned.
And this appears to be an agreement where Sompote transfers to a company called MegaHouse or does something with a company called MegaHouse relating to a movie or a work called "Ramayana: War of the Celestials God." Is this one of the three agreements you were referencing?

A Yes, sir.
Q And what was the purpose of this agreement?
A The purpose of the agreement was the -- I recall the negotiation was 300 -- the 400 million yen that Bandai agreed to pay to my father.
So Bandai was trying to hide the other 300 from TPC. So they made this agreement, which was not true and accurate because Ramayana could not be made into movie. It's public domain. So they want to combine the same amount to make it 400 million.
Q If the agreement -- if you know, if the agreement, the noncontravention, was intended to be confidential and never shown to Tsuburaya, then why was it necessary to hide 300 million of that payment in a separate agreement?
A We don't know, sir, because it was Bandai's intention.
Q Okay. So there was no -- what is "Ramayana: War of the Celestials God"?
A Ramayana is just a name of -- Ramayana's an Indian story.
Q Is that an actual movie, "Ramayana: War of the Celestials God"?
A No, sir.
Q Okay. So your testimony is that this is

essentially --

A Yes.

Q -- a cover or a front for the payment of $300 million --

A Yes.

Q -- from Bandai to your father?

A Yes, sir.

Q Or to Chaiyo. And --

A To my father, sir.

Q To your father. And -- to your father. That's right. Chaiyo is not actually, it looks like, a party to this assignment agreement. Your father is.

And do you know if this money was actually paid?

A I think, yes, sir, it was paid.

Q So Bandai paid $400 million to your father --

MR. CHIBIB: Objection. Vague.

BY MR. POSNER:

Q -- or to Chaiyo --

MR. CHIBIB: I --

BY MR. POSNER:

Q -- under these --

MR. CHIBIB: -- believe you mean yen.

BY MR. POSNER:

Q Excuse me. Bandai paid 400 million yen to your father pursuant to these two agreements?

A Yes, sir.

Q Did you personally receive any portion of that money?

A No, sir.

Q What is 400 million yen in 1998? What are we roughly talking about in dollars? Any sense of that? I think 100 million yen today is less than a million dollars?

A Yeah.

Q So several million US dollars is what these contracts were worth? Does that seem correct?

A Probably, sir.

Q Substantial amount of money? Yeah?

A Yes, sir.

Q Are you aware that the court in Japan, in one of the two Japanese litigations, discussed and interpreted the noncontravention agreement?

A Yes, sir.

Q Okay. Do you -- and, in fact, the court found that, based on the noncontravention agreement, UM Corporation's claims against Tsuburaya were invalid?

A No, sir.

MR. CHIBIB: Objection.

BY MR. POSNER:

Q No, that's not your understanding?

A No, sir.

Q What is your understanding?

A The understanding for the court in Japan was about the damage. So eventually the court decide that the damage has been paid; therefore, we cannot retrieve the damage. But they did not -- the court did not -- the court affirmed in that case that UMC still has the rights. But we cannot claim the damage according to this noncontravention, which at the time we were very upset because --

Q At the time of the ruling?

A At the time of the ruling -- because we believe we abided by our contractual agreement not to disclose the third -- the third -- there's three documents. You produced two. There's another one. And it's all bundled.

The contract -- this noncontravention contract was terminated by our lawyer before the lawsuits. And we later found out that it was not produced because I was not present at the time.

Q What was not produced? The termination?

A The termination of the three contracts -- the termination of the noncontravention- -- the three contracts and production of this agreement was not made, these two agreements by TPC.

Q I'm sorry. Say that again.

A The contracts were three bundled contracts. It was binding as the three contracts.

Q What is the third contract? Because I don't think I have that here. If you -- as far as you remember, what was the purpose of that contract?

A The purpose of that contract was to show that if Bandai was to become licensee, the amount of money could be transferred -- the amount of money paid -- Bandai wished for -- if the money was to be -- they want to translate this 400 million yen as an advance minimum guarantee for the rights to Ultraman.

However, they must pay 5 percent royalty fee for -- for the ongoing licensing and they must become our licensee.

However, TPC produce only the noncontravention and hid the other two from the court. And we, who had a copy of a similar, could not present it to the court because we were bound by the nondisclosure. So we held on our own end of the

bargain but we believe TPC did not.

Q Did you explain that to the court?

A No, sir, because I was not present at time. We left it to our attorney. And he did not. So the court only thought there was one document when there were three signed documents.

Q Okay. So the third contract contemplated a future licensing arrangement between Bandai and Chaiyo?

A And my -- yes, sir.

Q Okay. And you produced a letter from Junichi Yamazaki, who -- I'll just -- I don't want to ask a lot of questions about this, but I'll mark it.

(Exhibit 62 was marked for identification by the reporter.)

BY MR. POSNER:

Q Exhibit 62 is UMC0010105. And this is a letter from Yamazaki to Bandai Company, dated September 29, 2004.

And Yamazaki, he purports to be representing Sompote, Chaiyo City, and Tsuburaya Chaiyo.

Do you know that person, Yamazaki, to be lawyers -- the lawyer for Sompote and Chaiyo?

A Yes, sir.
Q And this -- the subject of this letter is the 1998 agreements. And this is going to take a long time to get through, but do you know anything -- do you recall this correspondence? Were you involved in this?
A No, sir. I was not involved in this.
Q This was probably handled by your father? You're copied on it, on the third page, copy to Perasit?
A Yes, sir.
Q So this is -- the letter says that the 1998 agreements constitute a single package deal.
A Yes, sir.
Q That's what you understood too?
A Yes, sir.
Q Okay. Do you believe that the Japanese court's ruling based on the noncontravention agreement was wrong?
A I did not think that the judgment was wrong, sir, but I thought that because the evidence would not -- were hid from the court, were hidden from the court, therefore the court had only one document and it was led to understood that, with that agreement, with that noncontravention

agreement, Bandai would have the rights, which is not true.

Q Since that time, since the -- so in the Japanese court proceeding the -- was it the second and third or only the third agreement that weren't shown to the court?

The noncontravention agreement was shown to the court.

A The second and third were not shown, sir.

Q Okay. And you didn't want to show those to the court because you felt you had a confidentiality obligation to not disclose those?

A Yes, sir.

Q Have you -- you've since apparently produced them to us in this lawsuit?

A We did not produce, sir. It's in our file.

Q It's in your file. Well, I have a copy, and I'm Tsuburaya's lawyer.

So before now, have you -- before this lawsuit, have you provided those documents or disclosed them to anybody, if you know?

A To our lawyer, sir.

Q To your lawyers. Okay. And until this lawsuit, do you know if Tsuburaya has ever seen the other two contracts?

CERTIFICATE OF READER-INTERPRETER

I, _____,
whose address is _____
_____,
a person who speaks the language of the witness, namely, Thai, do hereby certify that on the ____ day of _____, 20___, I did translate the foregoing deposition from the English language into the Thai language, reading the same to the witness in the witness's native tongue, to the best of my ability;

That all corrections and changes requested by the witness were made and initialed by the witness;

That, upon completion of said reading, the witness did confirm to me that the witness understood the reading.

_____

Reader-Interpreter

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, PERASIT SAENGDUENCHAI, having appeared for my videotaped deposition on December 13, 2016, hereby certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 6 day of January 2017, at Tokyo (city), Japan (state).

PERASIT SAENGDUENCHAI

CERTIFICATE OF CERTIFIED SHORTHAND REPORTER

I, Marla Sharp, certified shorthand reporter in the State of California, hereby certify:

That the foregoing videotaped deposition of PERASIT SAENGDUENCHAI was taken before me on December 13, 2016, at which time the witness was duly sworn by me;

That the testimony of the witness and all colloquy and objections made at the time of the deposition were recorded stenographically by me and thereafter transcribed, said transcript being a true copy of my shorthand notes thereof;

That review of the transcript was requested before completion of the deposition;

( ) that the witness has failed or refused to approve the transcript.

I further certify I am neither financially interested in the action nor a relative or employee of any attorney of any of the parties.

In witness whereof, I have subscribed my name and signature this date, December 23, 2016.

_____

Marla Sharp
RPR, CLR, CCRR, CSR 11924

NAME OF CASE:

DATE OF DEPOSITION:

NAME OF WITNESS:

Reason Codes:

1. To clarify the record.

2. To conform to the facts.

3. To correct transcription errors.

Page 497 Line 15 Reason mistranscription

From to translate this 400 to to transfer this 400

Page 513 Line 22 Reason mistranscription/misstatement

From my father not wanting to my father wanting

Page _____ Line _____ Reason _____

From _____ to _____

Page _____ Line _____ Reason _____

From _____ to _____

Page _____ Line _____ Reason _____

From _____ to _____

Page _____ Line _____ Reason _____

From _____ to _____

Page _____ Line _____ Reason _____

From _____ to _____

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